



Military Surface Deployment & Distribution Command



Inconvenience Claims

HQ SDDC PP
Inconvenience Claim

August 2015





Agenda



- Definition
 - Inconvenience
 - Inconvenience Claim
 - Out-of-Pocket Expense Definition
- How TSPs and PPSOs can minimize customer's unexpected incurred expenses
- Responsibilities
 - Customer
 - PPSO
 - SDDC
- Process
- Appeals



Definitions



- Inconvenience
 - When a TSP misses an agreed pack/pick-up, Required Delivery Date (RDD), or delivery date
- Inconvenience Claim
 - When the customer incurs out-of-pocket expense for lodging, food, rentals, and directly related household necessities due to missed dates
- Out-of-Pocket Expense
 - Expenses incurred by a customer and their dependents not being able to use essential items from their shipment to establish the household
 - Examples, but not limited to:
 - Lodging
 - “Meal” reimbursement
 - Rental furniture
 - Beds, dinning set, sofas, TV, etc



Minimizing Customers Expenses



PPSOs

Inform all customers at origin regarding:

- Inconvenience claims (note, claim may be denied if shipment enters destination SIT)
- Provide good contact details (day/evening numbers/email address) and request driver's cell number
- Request vessel information (overseas customers)
 - Name of vessel, Port of Debarkation, and Port of Embarkation
 - Dates shipment is departing and arriving at port
- Loaner furniture includes pots/pans (overseas customers)
 - When available and customer chooses not to utilize, TSPs are not required to reimburse for those specific items



Minimizing Customers Expenses



TSPs

- Must remain in regular contact with customer, per DTR IV, Chapter 402
- Shipments due to arrive after the RDD, TSPs must contact customers prior to RDD in writing explaining:
 - Shipment will be late and why, current shipment location, new estimated arrive date, and Inconvenience claim information
 - Inform customer of what can be reimbursed; this way the customer is not purchasing items that will not be reimbursed
- Prior to placing shipment SIT:
 - [Contact customer and inform them of the offered delivery date.](#)
 - Receive no answer, leave offer date on voicemail and email



Out-of-Pocket Expenses - Lodging



- Items that could be reimbursed if a customer **stays in lodging with a kitchen**
 - Lodging receipts

- Items that could be reimbursed if a customer **stays in lodging without a kitchen**
 - Lodging receipts
 - Meal receipts



Out-of-Pocket Expenses - Permanent Residence



- Example of items that could be reimbursed if a customer **has moved into their residence**
 - Air mattress, pillows
 - Towels, pots, pans, and disposable plates and cutlery, etc
 - Rental furniture includes (but is not limited to):
 - Bed(s)
 - Dining set/couch
 - Appliances
 - TV
- Expenses must be reasonable (ex. Wal-Mart/Target/AAFES prices) and directly related to the hardship of living without those specific items
- Prior to the customer purchasing items, we recommend the customer send an email to the TSP and ask what is reimbursable



Non-Reimbursable Items



- Compensation on the below **does not** fall under an inconvenience claim and should not be approved by PPSOs unless TSP voluntarily approves
 - Toiletries (beauty/skin/mouth products, toilet paper etc)
 - Cleaning supplies (mop/broom/vacuum, cleaning products)
 - Groceries
 - Snacks (purchased outside of breakfast/lunch/dinner)
 - Military attire (uniforms, PT gear, boots, medals)
 - Personal clothing
 - Activity items (Sporting gear, rentals, motorized vehicles)
 - School supplies
 - Most miscellaneous items (gifts, cosmetics, dry cleaning, movies)



Non-reimbursable Items, cont'd



- Multiple TVs (one TV meets the guidelines)
- Receipts out of the local area of the residence/job location
- Customers on Temporary Living Allowances (TLA) **not eligible for inconvenience claims**
- Expenses not supported by receipts and/or itemized receipt
 - TSP may voluntarily approve reimbursement **without receipts**
- When NTS shipment delivered prior to and it includes essential items from the late shipment, customer has option to receive loaner items but refuse to use them; loaner items are offered on the majority of overseas bases



When TSPs Are Not Liable



- A TSP is not responsible when the delay is due to
 - Acts of God
 - Public enemy
 - Public authority
 - Violent strikes
 - Mob interference
 - Delays caused by the Government (i.e. Code 5, J and/or T Shipments)
- REMEMBER: Inconvenience Claim is a tender of service requirement and not an customer entitlement in the JTR. Non-payment may result in punitive action not cost recovery



TSP's Liability



- Lodging
 - Liability not to exceed Per Diem rate based on the customer and number of dependents (e.g., the member/employee and spouse would be expected to share one room in a hotel; additional dependents, depending on age and sex, may require additional rooms)
 - Additional rooms must be pre-approved and authorized in writing by the TSP for reimbursement
- Meals and Incidentals may not exceed the daily Per Diem rate



Filing An Inconvenience Claim



- The customer must file their claim directly with the TSP
- Package will include Customers initial claim notification to the TSP stating
 - How they were inconvenienced
 - Why the item purchases/rentals were necessary
 - An itemized list of charges and accompanying receipts



PPSO's Responsibilities



- PPSOs will make every effort to resolve the issue between the Customer and TSP
- Prior to PPSO reviewing a claim, packages must include
 - Copy of the customers initial claim letter to TSP
 - TSP's response to the customers initial request
 - Itemized list of charges and accompanying receipts
- PPSO screens package for validity, then has two options
 - Concur with TSPs offer and inform customer
 - PPSO submits appeal (on behalf of member) to TSP (in entirety or partial) with substantiating logic



Appealing Through SDDC



- Unresolved claims can be forwarded to SDDC
- When sending packages to SDDC, they must include:
 - customers initial claim letter to TSP and TSP's reply
 - PPSO's appeal to TSP and TSP's reply
 - Itemized list of charges and accompanying receipts (**required for reimbursement**)
 - GBL, first available day for delivery, delivery date, number of days the shipment was late or missed pickup date (if applicable).
 - PPSOs denial letter
- SDDC will review once we have the complete package



Claim Settlement Timelines



- TSP acknowledges receipt within 7 days of claim notification
- Settled claims must be paid within 30 days
- If TSP disagrees with PPSO, TSP may appeal to SDDC-PP within 10 days of notification from the responsible PPSO
- If SDDC determines claim is valid, the TSP must settle within 10 days



References/Contact



- Defense Travel Regulations, Part IV, Chapter 401 H.4.f
 - http://www.transcom.mil/dtr/part-iv/dtr_part_iv_401.pdf
- Defense Travel Regulations, Part IV, Appendix B, Tender of Service (TOS), Paragraph B.13 Inconvenience Claims
 - <http://www.transcom.mil/dtr/part-iv/dtr-part-4-app-b.pdf>
- All questions/concerns and appeals on inconvenience claims should be sent directly to the Operations & Quality Team
 - army.sddc.safb.ppperf@mail.mil



Inconvenience Claim



Questions?